


**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

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U.S.D.C. Atlanta

APR 22 2021

JAMES R. HATEN, Clerk  
By:  Deputy Clerk

**Glenford Kennard Hyatt,**

**Plaintiff,**

**v.**

**M&T Bank,**

**Lakeview Loan Servicing LLC.**

**Defendant,**

**CASE NO. 1:21-CV-0221-CC**

**PLAINTIFFS RESPONSE TO DEFENDANTS MOTION TO DISMISS DUE  
TO NON-RESPONSE. NOTICE TO AGENT IS NOTICE TO PRINCIPLE**

COME NOW Glenford Kennard Hyatt ("Plaintiff"), as affiant by special appearance, hereby respond to Defendants M&T Bank ("M&T") and Lakeview Loan Servicing, LLC ("Lakeview") (collectively, "Defendants"), by and through their undersigned counsel; their "NOTICE OF PLAINTIFF'S NON-RESPONSE TO MOTION TO DISMISS". Plaintiff's intent and purpose by issuing "MOTION TO MOVE THE COURT FOR SUMMARY JUDGMENT BY ORDER" was response to Defendants "MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM". The claims on page 2 & 3 of the document (Doc.13) "MOTION TO MOVE THE COURT FOR SUMMARY JUDGMENT BY ORDER" (filed with the court March 17<sup>th</sup>, 2021) cites 5 claims that directly oppose the Defendants' motion to dismiss for failure to state a claim. The defendants have not directly responded to

any of these claims in over 30 days. The 3<sup>rd</sup> party interloper for the Defendants has chosen to slander the Plaintiff by using wording such as “unintelligible” in Doc. 15 at 1. Furthermore, it has been 60 days since Doc. 9 was filed with the court and the Defendants have yet to directly respond to all reasonable requests to verify a debt actually exists from the original transaction that I, the affiant, acting as consumer, made with my person. It has also been 30 days since I, the affiant, have reasonable requested M&T Bank to produce the original wet ink signature of the promissory note for the alleged debt obligation between M&T Bank and the Plaintiff; or an affidavit, signed under penalty of perjury, of loss promissory note.

In addition, Doc. 14 (NOTICE OF PLAINTIFF’S NON-RESPONSE TO MOTION TO DISMISS) only mentioned the Defendant M&T Bank and not Lakeview Loan Service LLC. The 3<sup>rd</sup> party interloper for the Defendants has represented both Defendants’ in previous motions to the court, so the removal of 1 of the Defendants, whether intentional or by clerical error, makes it unclear if both Defendants are filing this motion in Doc. 14. However, out of an abundance of caution, the Plaintiff has added both Defendants to this response.

WHEREFORE, premises considered, Plaintiff respectfully request the Court to deny Defendants’ Motion to Dismiss Due to Failure to State a Claim, and grant Plaintiff the relief mentioned in Doc. 13.

Respectfully submitted, this 22nd day of April, 2021.

/s/ Glenford Hyatt

Glenford Hyatt

Attorney Of Fact/Propria Persona

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**CERTIFICATION OF COUNSEL**

I hereby certify that the foregoing document has been prepared with Times New Roman, 14 point font, one of the font and point selections approved by the Court in LR 5.1C.

/s/ Glenford Hyatt

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Attorney Of Fact/Propria Persona

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**CERTIFICATE OF SERVICE**

I hereby certify that on April 22<sup>nd</sup>, 2021, the foregoing document was mailed via First Class Registered Mail to the following:

Rachel R. Friedman  
BURR & FORMAN LLP  
171 Seventeenth Street, NW, Suite 1100  
Atlanta, Georgia 30363

/s/ Glenford Hyatt .  
Attorney of Fact, Propria Persona  
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